

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF WISCONSIN**

TODD WOLF,

Plaintiff

v.

Case No. 2:23-CV-149

CITY OF SHEBOYGAN, et al.,

Defendants.

**DECLARATION DEMASTER IN SUPPORT OF PLAINTIFF TODD
WOLF'S RESPONSE TO MOTION TO STAY PROCEEDINGS**

I, Jennifer DeMaster, hereby declare the following:

1. My name is Jennifer DeMaster, and I am a duly licensed attorney in the State of Wisconsin representing the plaintiff, Todd Wolf, in the above-captioned matter.

2. On May 16, 2024, I requested confirmation from the Defendants' legal counsel when the City of Sheboygan's Common Council approved the parties' settlement, and to date, I have not received confirmation of the Council's acceptance of the Parties' settlement. To my knowledge, Sheboygan's Common Council has not yet voted on, nor approved, the parties' settlement at the May 14 mediation.

3. I received an email from Attorney Kerrie Murphy on May 28, 2024, at 2:58 PM asking whether we would oppose the Defendants' Motion to Stay Proceedings (ECF No. 100).

4. The Defendants filed their Motion to Stay at approximately 4:29 PM on May 28, 2024, and I did not have time to review nor consult with the Plaintiff while he was at work about

whether we would oppose the Defendants' Motion to Stay Proceedings between 2:58 PM and 4:29 PM on May 28, 2024.

5. Mediation did not address all minor language or terms in a written agreement, and the parties have been negotiating minor language for a written agreement including numerous drafts, one executed by Todd Wolf on May 16, and edits by the Defendants between May 14 – May 29.

6. One of the language disputes regarded factual conclusions that Defendants wanted in the written agreement related to documents that the Sheboygan Defendants refused to produce in discovery, and I notified the Defendants that we would serve a subpoena to obtain this information for purposes of the factual conclusions they wanted in the written agreement.

7. On May 29, the Defendants agreed to exclude this language, and the parties reached an accord about the written agreement language. I delivered a new executed copy of the agreement to Defendants' counsel on May 30 with additional edits Defendants requested on May 29 and agreed to withdraw any subpoena relating to the agreement language dispute.

8. Since May 14, I have not made any statement to counsel for the Defendants that Todd Wolf revokes or otherwise rescinds his oral agreement at the May 14 Mediation, and since May 16, I have delivered to the Defendants tax forms, settlement agreements, and a draft joint motion for voluntary dismissal and proposed order, which the Defendants have rejected.

9. I have not received any document, instrument, or executed copy of anything agreed to by any Defendant since May 14 with the exception of Jill Pedigo Hall's signed agreement.

10. I have never received nor seen a copy of any Motion to Enforce Settlement or a Declaration by Attorney Kerrie Murphy referenced in the Defendants' Motion to Stay Proceedings (ECF No. 100) and the Defendants' Motion to Withdraw (ECF No. 102).

11. I have emails, communications, and written agreement drafts and edits to support this Declaration, and I have elected, at this time, not to file these to honor any confidential details of such written negotiations not otherwise relevant to the Defendants' Motions referenced herein.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on May 31, 2024.

/s/ Jennifer DeMaster
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